

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

STACY CROOKS,  
Plaintiff,  
v.  
NATIONAL CREDIT SYSTEMS, INC., et  
al.,  
Defendants.

Case No. 1:22-cv-00886-JLT-CDB  
**STIPULATED PROTECTIVE  
ORDER**

1. INTRODUCTION

IT IS HEREBY STIPULATED by and between the Plaintiff Stacy Crooks (“Crooks”) or (“Plaintiff”) and Defendants National Credit Systems, Inc.; Genesis Credit Management LLC; Equifax Information Services, LLC; and Trans Union, LLC; (“Defendants”) <sup>1</sup> (collectively the “Parties”), by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

<sup>1</sup> Plaintiff and Defendant Experian Information Solutions, Inc. have agreed to stipulate to arbitration, and will proceed in that forum.

1           1.1 PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential, proprietary,  
3 or private information for which special protection from public disclosure and from use for  
4 any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
6 Order. The parties acknowledge that this Order does not confer blanket protections on all  
7 disclosures or responses to discovery and that the protection it affords from public  
8 disclosure and use extends only to the limited information or items that are entitled to  
9 confidential treatment under the applicable legal principles. The parties further  
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does  
11 not entitle them to file confidential information under seal; Civil Local Rule 141 sets forth  
12 the procedures that must be followed and the standards that will be applied when a party  
13 seeks permission from the court to file material under seal.

14           1.2 GOOD CAUSE STATEMENT

15           This action is likely to involve private, financial information and confidential records  
16 and other valuable research, development, commercial, financial, technical and/or  
17 proprietary information for which special protection from public disclosure and from use  
18 for any purpose other than prosecution of this action is warranted. Such confidential and  
19 proprietary materials and information consist of, among other things, confidential business  
20 or financial information, information regarding confidential business practices, or  
21 commercial information (including information implicating privacy rights of third parties),  
22 information otherwise generally unavailable to the public, or which may be privileged or  
23 otherwise protected from disclosure under state or federal statutes, court rules, case  
24 decisions, or common law. Moreover, several of the Defendants, while co-defendants in  
25 this case, are also business competitors, and have independently developed confidential,  
26 proprietary, and/or trade secret business practices, policies, and procedures, related to  
27 their activities in the collections or consumer reporting industries. It is extremely important

1 that this all this information remain protected and not be readily available due to the  
2 dangers of theft, fraud, and unfair advantage in the marketplace. Accordingly, to expedite  
3 the flow of information, to facilitate the prompt resolution of disputes over confidentiality  
4 of discovery materials, to adequately protect information the parties are entitled to keep  
5 confidential, to ensure that the parties are permitted to reasonable necessary uses of such  
6 material in preparation for and in the conduct of trial, to address their handling at the end  
7 of the litigation, and serve the ends of justice, a protective order for such information is  
8 justified in this matter. It is the intent of the parties that information will not be designated  
9 as confidential for tactical reasons and that nothing be so designated without a good faith  
10 belief that it has been maintained in a confidential, non-public manner, and there is good  
11 cause why it should not be part of the public record of this case.

12 2. **DEFINITIONS**

13 2.1 Action: *Crooks v. National Credit Systems, Inc., et al.*, pending in the United  
14 States District Court for the Eastern District of California, bearing Case No. 1:22-cv-  
15 00886-JLT-CDB.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
17 information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it  
19 is generated, stored or maintained) or tangible things that qualify for protection under  
20 FEDERAL RULE OF CIVIL PROCEDURE 26(C), and as specified above in the Good Cause  
21 Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or items  
25 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1       2.6 Disclosure or Discovery Material: all items or information, regardless of the  
2 medium or manner in which it is generated, stored, or maintained (including, among other  
3 things, testimony, transcripts, and tangible things), that are produced or generated in  
4 disclosures or responses to discovery in this matter.

5       2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
7 expert witness or as a consultant in this Action.

8       2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information  
9 or Items: extremely sensitive and/or proprietary "CONFIDENTIAL" Information or Items,  
10 the disclosure of which to another Party or Non-Party would create a substantial risk of  
11 serious harm that could not be avoided by less restrictive means.

12      2.9 House Counsel: attorneys who are employees of a party to this Action. House  
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14      2.10 Non-Party: any natural person, partnership, corporation, association, or other  
15 legal entity not named as a Party to this action.

16      2.11 Outside Counsel of Record: attorneys who are not employees of a party to  
17 this Action but are retained to represent or advise a party to this Action and have appeared  
18 in this Action on behalf of that party or are affiliated with a law firm, which has appeared  
19 on behalf of that party, and includes support staff.

20      2.12 Party: any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their support  
22 staffs).

23      2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
24 Material in this Action.

25      2.14 Professional Vendors: persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,

1 and organizing, storing, or retrieving data in any form or medium) and their employees and  
2 subcontractors.

3       2.15 Protected Material: any Disclosure or Discovery Material that is designated  
4 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5       2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from  
6 a Producing Party.

7       3. SCOPE

8           The protections conferred by this Stipulation and Order cover not only Protected  
9 Material (as defined above), but also (1) any information copied or extracted from Protected  
10 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)  
11 any testimony, conversations, or presentations by Parties or their Counsel that might reveal  
12 Protected Material.

13           Any use of Protected Material at trial will be governed by the orders of the trial judge.  
14 This Order does not govern the use of Protected Material at trial.

15       4. DURATION

16           Even after final disposition of this litigation, the confidentiality obligations imposed  
17 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or  
18 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)  
19 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final  
20 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,  
21 trials, or reviews of this Action, including the time limits for filing any motions or  
22 applications for extension of time pursuant to applicable law.

23       5. DESIGNATING PROTECTED MATERIAL

24       5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
25 Party or Non-Party that designates information or items for protection under this Order  
26 must take care to limit any such designation to specific material that qualifies under the  
27 appropriate standards. The Designating Party must designate for protection only those

1 parts of material, documents, items, or oral or written communications that qualify so that  
2 other portions of the material, documents, items, or communications for which protection  
3 is not warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
5 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
6 unnecessarily encumber the case development process or to impose unnecessary expenses  
7 and burdens on other parties) may expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11       5.2 Manner and Timing of Designations. Except as otherwise provided in this  
12 Order (see, e.g., second paragraph of section 5.2(a) and 5.2(c) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under  
14 this Order must be clearly so designated before the material is disclosed or produced, or it  
15 will not be considered confidential.

16           Designation in conformity with this Order requires:

17           (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),  
19 that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (the  
20 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
21 ONLY" (the "HIGHLY CONFIDENTIAL legend"), to each page that contains protected  
22 material. If only a portion or portions of the material on a page qualifies for protection, the  
23 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
24 appropriate markings in the margins).

25           A Party or Non-Party that makes original documents physically available for  
26 inspection at a physical location, need not designate them for protection until after the  
27 inspecting Party has indicated which documents it would like copied and produced. During

1 the inspection and before the designation, all of the material made available for inspection  
2 will be deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
3 documents it wants copied and produced, the Producing Party must determine which  
4 documents, or portions thereof, qualify for protection under this Order. Then, before  
5 producing the specified documents, the Producing Party must affix the “CONFIDENTIAL  
6 legend” or the “HIGHLY CONFIDENTIAL legend” to each page that contains Protected  
7 Material. If only a portion or portions of the material on a page qualifies for protection, the  
8 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins).

10 (b) for testimony given in depositions, either designation on the record at  
11 the deposition and/or designation of page numbers of the transcript as well as any exhibits  
12 attached thereto. Even if no designation is set on the record at the deposition, the entire  
13 transcript shall be treated as Protected Material for thirty (30) days after the deposing party  
14 receives the final transcript from the court reporter. Any party wishing to designate portions  
15 (or additional portions not previously designated on the record at the time of the deposition)  
16 of the transcript or the exhibits attached thereto as Protective Material must do so within  
17 those thirty (30) days, and shall have the responsibility of verifying when the thirty days  
18 begins to run.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place, for example,  
21 within the title of a document produced in native format or on the exterior of the container  
22 or containers in which the information is stored the legend “CONFIDENTIAL” or  
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or  
24 portions of the information warrants protection, the Producing Party, to the extent  
25 practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If corrected within a reasonable time, an  
27 inadvertent failure to designate qualified information or items does not, standing alone,

waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order, but still retains the right to challenge whether the information or document qualifies for protection under this order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order. (ECF No. 27).

**6.2 Meet and Confer.** The Challenging Party will initiate the dispute resolution process under Local Rule 251 *et seq.*

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. However, frivolous challenges, including those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the responsible Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

**7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

**7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional whom disclosure is reasonably necessary for this Action and who have signed acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to

1 depositions that reveal Protected Material may be separately bound by the court reporter  
2 and may not be disclosed to anyone except as permitted under this Stipulated Protective  
3 Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6       7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
7 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
8 Designating Party, a Receiving Party may disclose any information or item designated  
9 “HIGHLY CONFIDENTIAL” only to:

10       (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
12 disclose the information for this Action;

13       (b) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

16       (c) the Court and its personnel;

17       (d) private court reporters and their staff to whom disclosure is reasonably  
18 necessary for this Action and who have signed the “Acknowledgment and Agreement to  
19 Be Bound” (Exhibit A);

20       (e) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have signed  
22 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23       (f) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information; and

25       (g) any mediator or settlement officer, and their supporting personnel,  
26 mutually agreed upon by any of the parties engaged in settlement discussions.

1       7.4 Counsel for any Party providing any Protected Material to a person signing a  
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A) shall be named in the  
3 “Acknowledgement and Agreement to Be Bound” as the California agent of the person  
4 signing the “Acknowledgement and Agreement to Be Found” for service of process in  
5 connection with this action or any proceedings related to enforcement of this Stipulated  
6 Protective Order, and shall not provide Protected Material to such person until such  
7 Counsel has received a signed “Acknowledgment and Agreement to Be Bound” from such  
8 person, shall maintain a copy of any such “Acknowledgment and Agreement to Be Bound”  
9 until the final disposition of the Action, and, prior to the provision of any Protected Material  
10 to any person signing a “Acknowledgment and Agreement to Be Bound” shall provide a  
11 copy of any such “Acknowledgment and Agreement to Be Bound” to Counsel for the Party  
12 whose Protected Material will be provided to such person.

13      8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
14 OTHER LITIGATION

15       If a Party is served with a subpoena or a court order issued in other litigation that  
16 compels disclosure of any information or items designated in this Action as  
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”  
18 that Party must:

19             (a) promptly notify in writing the Designating Party. Such notification will  
20 include a copy of the subpoena or court order;

21             (b) promptly notify in writing the party who caused the subpoena or order  
22 to issue in the other litigation that some or all of the material covered by the subpoena or  
23 order is subject to this Protective Order. Such notification will include a copy of this  
24 Stipulated Protective Order; and

25             (c) cooperate with respect to all reasonable procedures sought to be  
26 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in FEDERAL RULE OF CIVIL PROCEDURE 26(B)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the

1 effect of disclosure of a communication or information covered by the attorney-client  
2 privilege or work product protection, the parties may incorporate their agreement in the  
3 stipulated protective order submitted to the court.

4 **12. MISCELLANEOUS**

5       **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any person  
6 to seek its modification by the Court in the future.

7       **12.2 Right to Assert Other Objections.** By stipulating to the entry of this Protective  
8 Order no Party waives any right it otherwise would have to object to disclosing or  
9 producing any information or item on any ground not addressed in this Stipulated  
10 Protective Order. Similarly, no Party waives any right to object on any ground to use in  
11 evidence of any of the material covered by this Protective Order.

12       **12.3 Filing Protected Material.** Filing Protected Material. A Party that seeks to file  
13 under seal any Protected Material must comply with Civil Local Rule 141. Protected  
14 Material may only be filed under seal pursuant to a court order authorizing the sealing of  
15 the specific Protected Material at issue. If a Party's request to file Protected Material under  
16 seal is denied by the court, then the Receiving Party may file the information in the public  
17 record unless otherwise instructed by the court.

18 **13. FINAL DISPOSITION**

19       After the final disposition of this Action, as defined in paragraph 4, within 60 days  
20 of a written request by the Designating Party, each Receiving Party must return all  
21 Protected Material to the Producing Party or destroy such material. As used in this  
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
23 summaries, and any other format reproducing or capturing any of the Protected Material.  
24 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
25 a written certification to the Producing Party (and, if not the same person or entity, to the  
26 Designating Party) by the 60 day deadline that (1) identifies (by category, where  
27 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that

the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

*Remainder of Page Intentionally Left Blank*

1 DATED: February 22, 2023

Respectfully submitted,

2 NOKES & QUINN, LLP

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4 DATED: February 22, 2023

By: /s/ Thomas P. Quinn, Jr.

5 Thomas P. Quinn, Jr.  
Counsel for Defendant  
6 Equifax Information Services LLC

7 DATED: February 22, 2023

Respectfully submitted,

8 BOWDICH & ASSOCIATES, PLLC

9

10 DATED: February 22, 2023

By: /s/ John Bowdich (with consent)

11 John Bowdich  
Counsel for Defendant  
12 National Credit Systems, Inc.

13 DATED: February 22, 2023

Respectfully submitted,

14 CARLSON & MESSER LLP

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16 DATED: February 22, 2023

By: /s/ David J. Kaminski (with consent)

17 David J. Kaminski  
Counsel for Defendant  
18 Genesis Credit Management LLC

19 DATED: February 22, 2023

Respectfully submitted,

20 RESNICK & LOUIS, P.C.

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22 DATED: February 22, 2023

By: /s/ Jason Roberts (with consent)

23 Jason Roberts  
Counsel for Defendant  
24 Trans Union LLC

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1 DATED: February 22, 2023

Respectfully submitted,  
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LOKER LAW  
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5 By: /s/ Elizabeth Wagner (with consent)  
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Elizabeth Wagner  
Counsel for Plaintiff  
7 Stacy Crooks  
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IT IS SO ORDERED.

9 Dated: February 22, 2023

  
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11 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A**

#### ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury I have read in its entirety and understand the Stipulated Protective Order that was entered by the United States District Court for the Eastern District of California on \_\_\_\_\_. On \_\_\_\_\_ [date] in the case of \_\_\_\_\_ *Stacy Crooks v. National Credit Systems, et al.*, Case No. 1:22-cv-00886-JLT-CDB. I agree to comply with and to be bound by the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or that is subject to this Stipulated Protective Order to any person or entity except in compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name:

Signature: